

Exhibit C

FIRST LEASE EXTENSION AND MODIFICATION AGREEMENT

AGREEMENT made this 24th day of June, 2019 (the "Execution Date"), by and between LEVIN PROPERTIES, L.P., a New Jersey limited partnership, having its offices at 975 U.S. Highway 22, North Plainfield, New Jersey 07060, and its mailing address c/o Levin Management Corporation, P.O. Box 326, Plainfield, New Jersey 07061-0326, hereinafter referred to as "Landlord," and BIG LOTS STORES, INC., a Ohio corporation, having its offices at 4900 E. Dublin Granville Road, Columbus, Ohio 43081, hereinafter referred to as "Tenant."

By Lease dated December 16, 2004 (the "Lease"), Landlord's predecessor-in-interest leased to Tenant premises containing approximately 24,000 square feet (the "Original Leased Premises") within the Clifton Plaza Shopping Center located at Route 46 and Van Houten Avenue, Clifton, Passaic County, New Jersey (the "Shopping Center").

The parties intend to modify the Lease to demise to Tenant additional premises containing approximately 1,532 square feet (the "Additional Storage Premises") and to otherwise modify the Lease as hereinafter provided. The Original Leased Premises and the Additional Storage Premises shall be referred to collectively as the "Leased Premises".

Levin Properties, L.P. is the successor-in-interest to Federal Realty Investment Trust pursuant to an Assignment of Leases, Rents and Security Deposits dated as of October 26, 2007.

The "Term" (as defined in the Lease) commenced on January 6, 2005 and will expire on May 31, 2020.

The parties desire to extend the Term of the Lease and modify the Lease as hereinafter provided.

1. Additional Storage Premises

Refer to Article I, Section 1.01 A of the Lease:

Landlord hereby leases to Tenant, in addition to the Original Leased Premises, Additional Storage Premises containing approximately 1,532 square feet located within the Shopping Center. The Original Leased Premises are shown as labeled and hatched and the Additional Storage Premises are shown as labeled and hatched on the Lease Plan designated as Exhibit "A" attached hereto and made a part hereof. Landlord delivers the Additional Storage Premises to Tenant and Tenant accepts same in "as is" condition without any representations that the Additional Storage Premises can be used for Tenant's intended purpose.

2. Permitted Use of the Additional Storage Premises

Refer to Article IV, Section 4.02 B of the Lease:

Tenant shall use the Additional Storage Premises for the operation of a storage facility solely for Tenant's merchandise and inventory and for no other purpose and in accordance with the provisions of the referenced Section 4.02 B and all other provisions of the Lease, including but not limited to Addendum IX.

3. Term for the Original Leased Premises

Refer to Article I, Section 1.01 B and Addendum II of the Lease:

In lieu of the one remaining five (5) year Option to Extend set forth in the Lease, the Term of the Lease is extended for an additional period of ten (10) Lease Years, commencing on June 1, 2020 and expiring on May 31, 2030 (the "Extended Term"). The Tenant is granted the option to extend the Extended Term for an additional five (5) Lease Years (the "Option Term") in accordance with Addendum II of the

2A. Window Coverings of the Additional Storage Premises

Notwithstanding anything in the Lease to the contrary, Tenant shall neither place nor allow to be placed any signs, permanent or temporary, or any coverings on the building exterior, windows or any other portion of the Additional Storage Premises including, but not limited to the storefront of the Additional Storage Premises. Landlord shall install window coverings on the storefront windows of the Additional Storage Premises similar to that shown on the attached Exhibit B, at its sole cost and expense. Landlord shall be allowed access to the Additional Storage Premises upon reasonable notice to complete the installation of the window coverings.

2B. Termination Right

In the event that the City of Clifton, New Jersey (the "Municipality") notifies Landlord that the Permitted Use for the Additional Storage Premises described in Paragraph 2 hereof is not permitted, Tenant shall cease operation of its Permitted Use in the Additional Storage Premises in accordance with the notice received from the Municipality. Landlord shall provide Tenant with such notice substantiating such claim within seven (7) days of its receipt of same and then and in such event either Landlord or Tenant may terminate the Lease as it relates to the Additional Storage Premises only, upon four (4) months written notice given to the other party. In the event the Lease for the Additional Storage Premises is terminated pursuant to the provisions of this paragraph, Tenant shall continue to pay Landlord the then current Minimum Rent and Additional Rent in addition to fulfilling all other requirements under the Lease during such four (4) month notice period and shall quit and surrender vacant possession of the Additional Storage Premises to Landlord in accordance with the terms and conditions of the Lease on the last day of the four (4) month notice period and thereafter neither party shall have any liability to the other except for any liabilities that accrued prior to such termination date. Additionally, in the event the Lease for the Additional Storage Premises is terminated, Tenant's Proportionate Share for Additional Rent shall be adjusted accordingly as of the termination date. Tenant acknowledges that the termination right described herein relates to the Additional Storage Premises only and not the Original Leased Premises. All terms and conditions of the Lease as they relate to the Original Leased Premises shall remain in full force and effect.

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Lease. Tenant shall thereafter have no option or right to extend the Term of the Lease, anything in the Lease to the contrary notwithstanding.

4. Term for the Additional Storage Premises

Refer to Article I, Section 1.01 B and Addendum II of the Lease:

The Term for the Additional Storage Premises shall commence upon full execution of this Agreement and expire on May 31, 2030 (the "Storage Term"). The Tenant is granted the option to extend the Storage Term for an additional five (5) Lease Years (the "Storage Option Term") in accordance with Addendum II of the Lease. Tenant shall thereafter have no option or right to extend the Storage Term of the Lease, anything in the Lease to the contrary notwithstanding.

5. Minimum Rent

Refer to Article I, Section 1.01 G, Article V and Addendum II of the Lease:

- A. During the Extended Term, in addition to payment of "Additional Rent" (as defined in the Lease) Tenant shall pay Minimum Rent for the Original Leased Premises in accordance with Article V of the Lease in the following amounts:

<u>Lease Year</u>	<u>Annual Amount</u>	<u>Monthly Installment</u>
6/1/20 – 5/31/25	\$351,360.00	\$29,280.00
6/1/25 – 5/31/30	\$395,280.00	\$32,940.00

- B. During the Option Term, if any, in addition to payment of "Additional Rent" (as defined in the Lease) Tenant shall pay Minimum Rent for the Original Leased Premises in accordance with Article V of the Lease in the following amounts:

<u>Lease Year</u>	<u>Annual Amount</u>	<u>Monthly Installment</u>
6/1/30 – 5/31/35	\$454,560.00	\$37,880.00

- C. During the Storage Term, in addition to payment of "Additional Rent" (as defined in the Lease) Tenant shall pay Minimum Rent for the Additional Storage Premises in accordance with Article V of the Lease in the following amounts:

<u>Lease Year</u>	<u>Annual Amount</u>	<u>Monthly Installment</u>
Execution Date – 5/31/25	\$30,639.96	\$2,553.33
6/1/25 – 5/31/30	\$34,470.00	\$2,872.50

- D. During the Storage Option Term, if any, in addition to payment of "Additional Rent" (as defined in the Lease) Tenant shall pay Minimum Rent for the Additional Storage Premises in accordance with Article V of the Lease in the following amounts:

<u>Lease Year</u>	<u>Annual Amount</u>	<u>Monthly Installment</u>
6/1/30 – 5/31/35	\$39,648.12	\$3,304.01

6. Additional Rent – Tenant’s Proportionate Share

Refer to Article I, Section 1.02 K of the Lease:

For purposes of calculating Tenant’s Proportionate Share the Leased Premises are hereby deemed conclusively to contain 25,532 square feet.

7. Prohibited Uses

Refer to Addendum VIII of the Lease:

Notwithstanding anything to the contrary set forth in Addendum VIII of the Lease, line item (v) of Addendum VIII is hereby deleted in its entirety and line item (x) shall be amended to include the following parenthetical after the words “massage parlor”, (excluding the operation of a business providing bona fide massage therapy, including by way of example but not limited to, Massage Envy, Hand & Stone and Spavia).

8. Notice Addresses

Refer to Article I, Section 1.01 P of the Lease:

Landlord and Tenant notice addresses in the referenced Section are hereby deleted in their entirety and the following substituted therefor:

To Landlord c/o Levin Management Corporation at P.O. Box 326, Plainfield, New Jersey 07061-0326 or if by commercial courier service, at 975 U.S. Highway 22 West, North Plainfield, New Jersey 07060.

and

To Tenant at 4900 E. Dublin Granville Road, Columbus, Ohio 43081.

9. Lease Plan

The lease plan attached to the Lease as Exhibit A is hereby deleted and the updated lease plan attached hereto as Exhibit A is substituted therefor. The Original Leased Premises and the Additional Storage Premises are shown as labeled and hatched on Exhibit A. Exhibit A shall not be deemed a warranty, representation or agreement by Landlord that the layout, improvements or configuration of the Shopping Center or any part thereof shall remain as shown. Landlord reserves the right to modify the size, configuration, improvements and occupants of the Shopping Center including, without limitation, to make changes and construct buildings and improvements, at any time in accordance with the provisions of the Lease.

10. Fiduciaries

If any person or corporation executing this Agreement as or on behalf of Landlord is acting in a fiduciary or other representative capacity, such person or corporation shall be liable hereunder only in such fiduciary or representative capacity and not individually or in any other capacity. Further, no shareholder, member, trustee, partner, director, officer, employee or agent of Landlord shall have any personal liability with respect to any covenant, condition or provision of the Lease.

11. Prohibited Persons

A. Certification

Tenant and Landlord hereby certify to each other that:

- (1) Neither party is acting, directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” (as so defined therein or thereby) or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

- (2) Neither party is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

B. Indemnification

Each party hereby agrees to defend, indemnify, and hold the other party harmless from and against any and all claims, damages, fines, losses, risks, liabilities and expenses (including but not limited to attorneys' fees and costs) arising from or related to any breach of the foregoing certifications. This indemnity shall survive the expiration or sooner termination of this Lease.

12. Counterparts/Facsimile/PDF Signatures

This Agreement may be executed in counterparts and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned and all of which taken together shall constitute one and the same agreement. Execution and delivery of a facsimile or PDF copy shall have the same force and effect as execution and delivery of an original.

13. Ratification and Confirmation

Except as expressly modified herein, all of the terms and conditions of the Lease are ratified and incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

LEVIN PROPERTIES L.P. Landlord

By: JHL Holdings, Inc., general partner

By:

Stacy A. Garrity
Stacy A. Garrity, Assistant Secretary

By:

Maureen Mooney
Maureen Mooney, Vice President

ATTEST:

BIG LOTS STORES, INC.

Tenant

By:

Stacey McPherson
Name: Stacey McPherson
Title: Legal Admin.

By:

Timothy A. Johnson
Name: Timothy A. Johnson
Title: Executive Vice President
Chief Admin. Officer &
Chief Financial Officer



STATE OF NEW JERSEY)
COUNTY OF SOMERSET) ss:

BE IT REMEMBERED, that on this 24th day of June, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Maureen Mooney, the Vice President of JHL Holdings, Inc., the sole general partner of Levin Properties, L.P., who, I am satisfied, is the person who has signed the within instrument; and I having first made known to her the contents thereof, she thereupon acknowledged that she signed and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Sher'rae N. Bush

SHER'RAE N BUSH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 23, 2023

STATE OF Ohio)
COUNTY OF Franklin) ss:

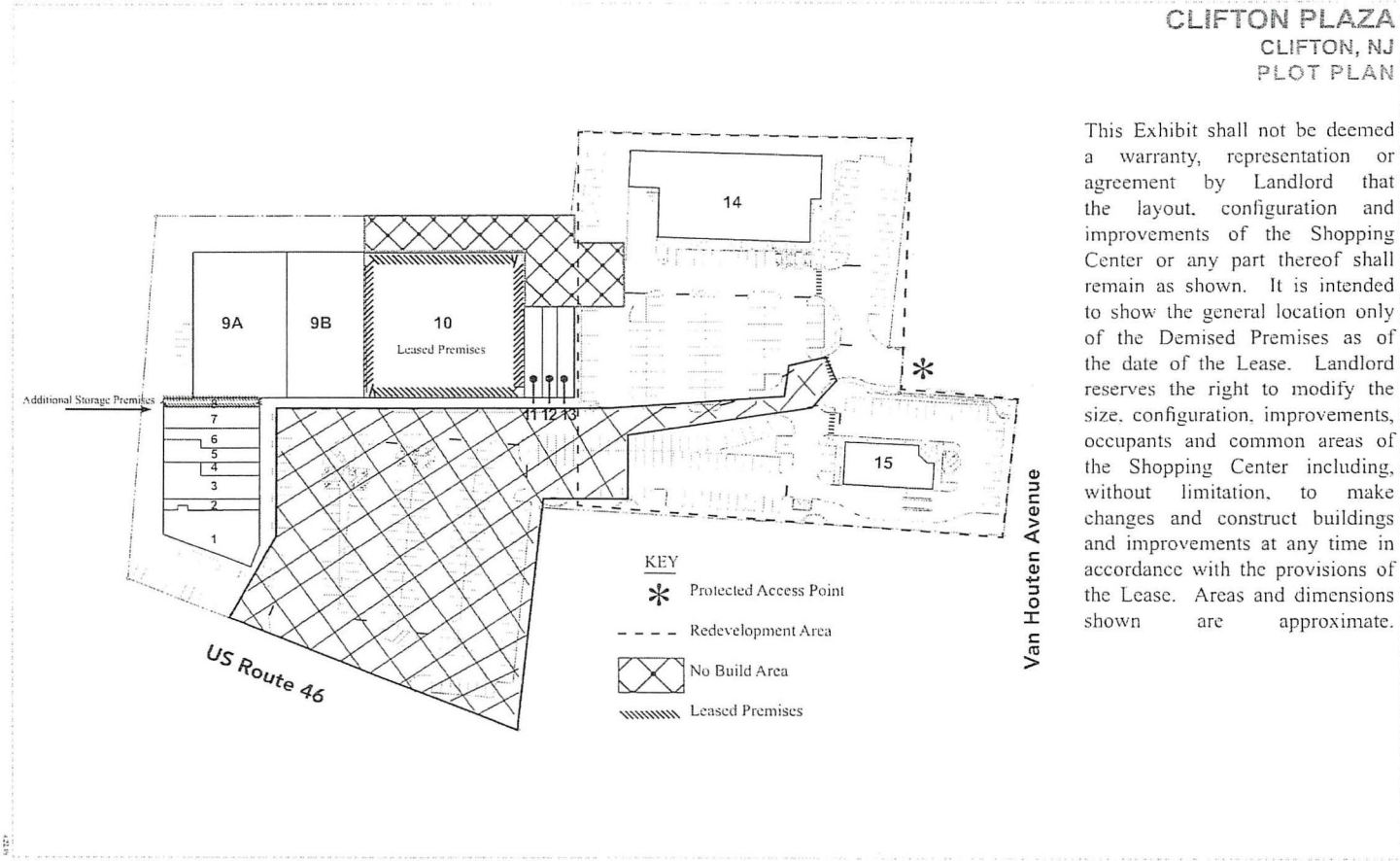
BE IT REMEMBERED, that on this 3rd day of May, 2019, before me, the subscriber, a notary public of the State of Ohio, personally appeared Timothy A. Johnson the EMP, CAO, CFO of Big Lots Stores, Inc. who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him/her the contents thereof, he/she thereupon acknowledged that he/she signed and delivered said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors.

Ruth Hunter Smith

RUTH HUNTER SMITH, Attorney-at-Law
Notary Public, State of Ohio
Lifetime Commission

Exhibit A – Lease Plan

To be attached to and made part of First Lease Extension and Modification Agreement dated June 24, 2019, between LEVIN PROPERTIES, L.P., Landlord, and BIG LOTS STORES, INC., Tenant, Clifton Plaza Shopping Center, Clifton, New Jersey.



This Exhibit shall not be deemed a warranty, representation or agreement by Landlord that the layout, configuration and improvements of the Shopping Center or any part thereof shall remain as shown. It is intended to show the general location only of the Demised Premises as of the date of the Lease. Landlord reserves the right to modify the size, configuration, improvements, occupants and common areas of the Shopping Center including, without limitation, to make changes and construct buildings and improvements at any time in accordance with the provisions of the Lease. Areas and dimensions shown are approximate.

Exhibit B – Storefront Window Coverings

To be attached to and made part of First Lease Extension and Modification Agreement dated June 24, 2019, between LEVIN PROPERTIES, L.P., Landlord, and BIG LOTS STORES, INC., Tenant, Clifton Plaza Shopping Center, Clifton, New Jersey.

